

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
				1 5	
<b>2. AMENDMENT/MODIFICATION NO.</b>		<b>3. EFFECTIVE DATE</b>		<b>4. REQUISITION/PURCHASE REQ. NO.</b>	
000001		09/27/2011			
<b>6. ISSUED BY</b>		<b>CODE</b>		<b>5. PROJECT NO. (If applicable)</b>	
CP0D		CP0D			
US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: NWD Cincinnati OH 45268		CP0D US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: NWD Cincinnati OH 45268			
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>		<b>(x) 9A. AMENDMENT OF SOLICITATION NO.</b>			
		RFQ-OH-11-00064			
		<b>x 9B. DATED (SEE ITEM 11)</b>			
		09/21/2011			
		<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>			
		<b>10B. DATED (SEE ITEM 13)</b>			
<b>CODE</b>		<b>FACILITY CODE</b>			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☒ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</b>
	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
	<b>D. OTHER (Specify type of modification and authority)</b>


**8. IMPORTANT:** Contractor ☐ is not. ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

RFQ-OH-11-00064, "IT and Telecommunication Support Services for U.S. EPA, Ann Arbor, MI" is amended as set forth on the following pages.

The hour and date specified for receipt of offers is not extended.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
		William J. Wise	
<b>15B. CONTRACTOR/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
(Signature of person authorized to sign)		 (Signature of Contracting Officer)	27 SEP 2011

**Amendment No. 1 to RFQ-OH-11-00064**

This Amendment No. 1 to RFQ-OH-11-00064 answers questions posed by prospective offerors and incorporates the "Continuity of Services" clause into the RFQ. The hour and date specified for receipt of offers remains unchanged.

**Question 1:** Can you tell me who the incumbent is presently performing the services and the current contract information including the dollar value?

Response: Access Systems, Incorporated

GSA Contract: GS-06F-0419Z

Period of Performance: 10/01/2008 to 12/31/2011

Value of Base Period: \$1,212,961.00

Current Total Task Order Value, including options: \$4,582,912.00

**Question 2:** How many FTEs are currently providing the services described in the RFQ? What is the anticipated Level of Effort for this opportunity?

Response: The incumbent's staffing level is proprietary information and will therefore not be disclosed. It is also noted that the Performance Work Statement in the ongoing task order is not identical to the PWS included in the RFQ. Offerors are to determine appropriate staffing levels based on the requirements of the PWS included in the RFQ.

**Question 3:** If all proposed personnel must be named, what is the distinction between the Key Personnel (Project Manager) and the other named personnel? It seems that all personnel are essentially being designated as key.

Response: As noted in Attachment D, "Quotation Instructions", the Project Manager is the only on-site person who will be subject to the "Key Personnel" Clause in Attachment E, "Applicable Clauses." Continuity of project management is critical to successful task order performance. The "Key Personnel" clause recognizes this by stipulating that the Project Manager must serve in that capacity for at least the first 90 calendar days of performance unless a substitution is necessitated by illness, death, or termination of employment. The clause further provides for Government approval of any proposed substitution. So while the qualifications of the other proposed on-site personnel are important and will be evaluated by EPA, the Project Manager is the only on-site person who will be "Key" in the context of the "Key Personnel" clause.

**Question 4:** Is there a transition period? If so, how long is it?

Response: Any required transition will be subject to the requirements of the "Continuity of Services" Clause at FAR 52.237-3. This clause requires the incumbent to furnish phase-in, phase-out

services for up to 90 days after the task order expires (December 31, 2011) and negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. Full text of this clause can be found below in item 14.

**Question 5:** Is there a requirement to update/revise the COOP mentioned in the SOW? It reads as though the COOP already exists, so it is unclear why it is mentioned in the SOW. Is it simply for completeness?

Response: A COOP Plan does currently exist, but it needs to be updated based on current requirements. EPA requires contractor support to ensure EPA's COOP is complete, and may also require contractor support during an actual COOP event.

**Question 6:** The requirement to name all personnel favors the incumbent. Will the government reconsider this requirement?

Response: No. EPA considers the qualifications of all on-site personnel to be important indicators of the likelihood of successful task order performance.

**Question 7:** Please provide workload statistics by location such as number, type and length of calls to the help desks per month, number of wiring requests per month, number of backups, number of conference room setup requests per month, etc.

Response: Average Number of Calls per month: Approximately 500 calls per month, either assigned to Contractor or brokered to respective area responsible. Contractor on average is only responsible for about 70 of those calls.

Average Type of Calls per month: The Help Desk is the Central Call Desk for various groups; Contractor calls, PMN calls, LNS calls, CTS calls, Facility Calls, Safety Calls, etc.

Average Length of Calls per month: No info available at this time

Average Number of telecom requests per month: Approximately 30 with about 5 being assigned to Contractor

Average Number of wiring requests per month: Approximately 8 per year, ranging from 1 day turnaround to larger projects that may take up to 6 months.

Average Number of backups per month: Approximately 60

Average Number of Conference Room Setup Requests per month: Approximately 1 per month

**Question 8:** Which volume should contain the organizational conflict of interest (OCI) Plan referenced in item 4 in the cover letter?

Response: The referenced item 4 requires offerors to complete and submit the OCI certification appearing in Attachment G to the RFQ. Note that this is simply a certification, not a plan. However, if the offeror is aware of information bearing on whether a OCI may exist, the offeror shall provide a disclosure statement describing this information. The disclosure statement shall be prepared in accordance with the Attachment G provision "Organizational Conflict of Interest Notification" (EPAAR 1552.209-70). OCI information, including the disclosure statement (if applicable), shall be included in the pricing volume.

**Question 9:** The Attachment D instructions do not ask for a technical approach. Is a technical approach to the PWS tasks required?

**Response:** Offerors are to address technical approach issues under Criterion 3, Task Management Plan, in accordance with the instructions provided in Attachment E.

**Question 10:** Are resumes required for key personnel only? Are resumes required for non-key personnel?

**Response:** Criterion 2 in Attachment C deals with the qualifications and availability of all proposed on-site personnel, not just key personnel. Accordingly, offerors are to provide sufficient information for EPA to assess the qualifications and availability of all proposed on-site personnel with respect to their proposed roles under any resulting task order.

**Question 11:** Is the sample Service Desk report specified in the Attachment D instructions included in the page count?

**Response:** No. Section B of Attachment D, "Quotation Instructions", states that "supplemental information, such as resumes and work samples ... are excluded from the page limitation and may be provided as appendices...". EPA views sample the Service Desk report as supplemental information.

**Question 12:** Are the cover, table of contents, and transmittal letter of the quotation included in the page count?

**Response:** The 50-page limit applies to the portions of the quotation which are specifically responding to the three evaluation criteria specified in Attachment C. Accordingly, the cover, table of contents, and transmittal letter are not subject to the page limitation.

**Question 13:** May graphics and tables use a lower point font?

**Response:** Yes.

**Item 14:** The following clause is hereby added to this RFQ as Clause 33 in Attachment E: Applicable Clauses:

**CONTINUITY OF SERVICES (FAR 52.237-3) (Jan 1991)**

- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to --
  - (1) Furnish phase-in training; and
  - (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice,
  - (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and
  - (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)